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(Suny Construction Fund Unit)

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## AGREEMENT

STATE UNIVERSITY CONSTRUCTION FUND

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

April 1, 1999 - March 31, 2003

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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CONCILIATION

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Notice Pursuant to the Provisions of Section 204-a of the Civil Service Law

# AGREEMENT

made by and between the

STATE UNIVERSITY CONSTRUCTION FUND  
(the "Employer" or the "Fund") and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
(the "Union")

## I. CERTIFICATION

The Employer recognizes the Union as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees in the titles listed in Appendix A. The word "employee" as used in this Agreement shall mean only employees serving in such positions.

## II. BARGAINING UNIT

The titles referred to in Article I and included in Appendix A shall comprise the bargaining unit. This shall not, however, prevent any new titles from being placed into the bargaining unit by mutual agreement of the parties, nor shall it require that employees currently serving in bargaining unit titles remain in the bargaining unit upon a change in title unless such successor title is contained in Appendix A or placed in the bargaining unit pursuant to this Article. Employees will have the same grade and general duties that they had prior to the implementation of the title series contained in Appendix A, subject to all of the Employer's management rights.

## III. UNION RIGHTS

### A. Exclusive Negotiations with the Union

The Employer shall not negotiate salaries, wages, hours or other terms and other conditions of employment of employees with any other union.

### B. Payroll Deductions

The Union shall have exclusive payroll deduction of membership dues and premiums for group insurance and mass-merchandised automobile and homeowners' insurance policies sponsored by the Union and for contributions to the Public Employees Organized To Promote Legislative Equality ("PEOPLE"). No other union shall be accorded any such payroll deduction privilege with respect to employees.

C. Bulletin Boards

The Employer shall provide exclusive bulletin board space in an accessible place on each floor occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by the designated official of the Union or its appropriate chapter. There shall be no bulletin board space reserved exclusively for the use of any other union except unions which have been certified or recognized as the representative for collective negotiations of other employees employed at such locations. No such material shall be posted which is profane or obscene, or defamatory of the State, the Employer or its representatives or which constitutes election campaign material for or against any person, organization or faction thereof. Any such material may be removed but such removal shall be subject to the grievance procedure.

D. Meeting Space

Where there is appropriate available meeting space in buildings owned or leased by the Employer, it shall be offered to the Union, provided that (a) suitable space is not reasonably available elsewhere in the area, (b) the Union agrees to reimburse the Employer for any additional expense incurred in the furnishing of such space, and (c) request for the use of such space is made in advance, pursuant to appropriate rules of the Employer.

E. Access to Employees

1. Union representatives shall, on an exclusive basis, have access to employees during working hours to explain Union membership, services and programs under mutually developed arrangements with department heads. Any such arrangements shall ensure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than fifteen minutes per employee per month and shall not exceed an average of ten percent per month of the employees in the operating unit (e.g., main office or appropriate facility) where access is sought.
2. The Employer shall make reasonable and appropriate arrangements with the Union whereby it may advise employees of the additional availability of Union representatives for consulting hours concerning Union membership, services and programs.

F. Lists of Employees

The Employer, at its expense, shall furnish the Union central headquarters, on at least a quarterly basis, information showing the name, address, social security number, date of original appointment and veteran status of all new employees and any current employees whose address changes during the period covered by the report.

G. Union Leave

1. Union delegates, employee members of its Board of Directors required by Union bylaws at delegate meetings, Sergeants at Arms and assistants, members of its Resolution, Social and Credentials committees shall be granted employee organization leave for one delegate meeting per annum, not to exceed five days in duration. In addition, reasonable travel time shall be granted for such delegate meeting. Under special circumstances and upon advance request, additional employee leave for additional meetings may be granted by the Employer.
2. The Union's chapter representative shall be granted reasonable and necessary employee organization leave, including travel time, for the investigation of claimed grievances and the processing of grievances, pursuant to Article XIV of this Agreement.
3. Other representatives of the Union shall be granted a reasonable amount of employee organization leave, including travel time if appropriate, to participate in mutually scheduled joint meetings of management and employees.
4. Three employees serving on negotiating teams shall be granted employee organization leave for negotiations with representatives of the Employer, including one hour for preparation.
5. The Union shall allocate and distribute such leave and shall certify in advance, upon request, to the Employer, a list containing the names, addresses, titles, official work stations, and departments and agencies of employees to whom it has allocated such leave, together with the amount of such leave so allocated.
6. Travel time, as used in this Article, shall mean actual and necessary travel time, not to exceed five hours each way.



H. Notification to Union President

The Employer agrees to provide the Chapter president of the Union with copies of notifications of job promotions, title changes and policy changes that affect working conditions of employees.

IV. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of its programs, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions; and to discipline or discharge employees in accordance with the provisions of the Agreement.

V. NO STRIKES

- A. The Union shall not engage in a strike, nor cause, instigate, encourage or condone a strike.
- B. The Union shall exert its best efforts to prevent and terminate any strike.
- C. Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the Employer or the rights, remedies or duties of the Union or employees under State Law.

VI. COMPENSATION

A. Approval

The Fund shall prepare and recommend approval by the Legislature and/or the Division of the Budget of appropriate and necessary funding in order to provide benefits described in this Article except for Section J.

B. General Increases

For the fiscal years 1999/00 and 2000/01, 2001/02 and 2002/03, the Fund will grant percentage general salary increases in the same manner and to the same extent as that granted to State employees under the collective bargaining Agreement with the Administrative Services Unit of the State; provided, however, sufficient funds therefor are appropriated to the Fund. The Fund agrees to exercise

reasonable efforts to secure such funds.

C. Salary Schedules

Any new salary schedules adopted by the State for its employees in the Administrative Services Unit shall be applicable to Fund employees in the same manner as if they were employees of the State; provided, however, sufficient funds therefor are appropriated to the Fund. The Fund agrees to exercise reasonable efforts to secure such funds.

D. Lump-Sum Payments

For the fiscal years 1999/2000 the Fund, on the same terms and conditions as provided in the collective bargaining Agreement by and between the State and its Administrative Services Unit, shall make a lump-sum payment to Fund employees in the same manner as if they were employees of the State and the Fund will make an additional lump-sum payment in the amount of \$400 to Fund employees which shall not be added to salary base; provided, however, sufficient funds therefor are appropriated to the Fund. The Fund agrees to exercise reasonable efforts to secure such funds.

E. Promotions, Reallocations and Reclassifications

1. Employees who are promoted, or otherwise advanced to a higher salary grade, will be paid at the hiring rate of the higher grade or will receive a percentage increase in base pay determined as indicated below, whichever results in a higher salary.

For a Promotion of	An Increase of
1 Grade	3.0%
2 Grades	4.5%
3 Grades	6.0%
4 Grades	7.5%
5 Grades	9.0%

2. Employees in positions which are reallocated or reclassified to a higher salary grade will receive an increase in pay determined in the same manner as described for promotions.

F. Movement to a Lower Salary Grade

1. Non-permanent employees who move to a lower salary grade will be placed at a rate in the lower grade which corresponds to their combined increment advance in both the higher and lower salary grades.

2. Employees who move to a lower salary grade and whose salary is below the job rate will be eligible for increment advances as described above.

G. Movement between Salary Grades

For those employees who move between salary grades, service in a higher salary grade will be creditable toward the service in grade requirement for an increment advance in a lower salary grade; service in a lower salary grade will not be creditable for an increment advance in a higher salary grade.

H. Job Rate

An employee's salary may not exceed the job rate as a result of an increment advance.

I. Movement from Hiring Rate to Job Rate

1. Employees who complete twenty-six payroll periods of service in full-time employment status at a basic annual salary rate which is below the job rate of their salary grade, whose performance at the completion of such twenty-six payroll periods of service is rated at least "satisfactory" or its equivalent, shall be eligible to receive an increment advance. For the purpose of determining the date upon which twenty-six payroll periods of service are completed, any pay period for which the employee was on leave without pay or on leave with less than full pay for the full payroll period will not be counted.
2. Increment advances will be payable, on an employee's anniversary date, to eligible employees who have completed twenty-six payroll periods of service in grade since their last anniversary.
3. Notwithstanding the foregoing, the Fund may grant more than one increment advance to any employee in any one year if it deems the employee's performance "outstanding".
4. All increments due hereunder shall be based and shall be payable in the same manner as is the Fund's current practice.

J. Holiday Pay

1. Any employee who is entitled to time off with pay on days observed as holidays by the Fund as an Employer will receive at his or her option, as the case may be, additional compensation for time worked on such days

or compensatory time off. Such additional compensation for each full day worked will be at the rate of one-tenth of his or her biweekly rate of compensation. Such additional compensation for less than a full day of such work will be prorated. In no event will an employee be entitled to such additional compensation or compensatory time off unless he or she has been scheduled or directed to work.

2. An employee electing to take compensatory time off in lieu of holiday pay shall notify the Fund's Office of Administration and Operational Support between April 1 and June 15 of his or her intention to do so with the understanding that such notice constitutes a waiver for the term of this Agreement of his or her right to receive additional compensation for holidays worked; provided, however, that an employee shall have the opportunity to revoke the waiver or file a waiver, if he or she has not already done so, by notifying the Assistant General Manager in writing between April 1 and May 15, of his or her revocation or waiver, in which event such revocation or waiver shall remain in effect for the remainder of the term of this Agreement.

K. Payroll Cycle

The Fund shall be authorized to extend the payroll cycle of employees by up to one full payroll period, provided that such extension be made only once during the term of this Agreement and shall be instituted during the first year of the Agreement and continue in effect thereafter. Such extension shall be made by means of several payroll adjustments, with each such adjustment to be made at a rate not exceeding one working day in any one payroll period. The term "working day" shall be construed to exclude Saturdays and Sundays. When employees leave Fund service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then-current salary rate.

VII. RETIREMENT

The Employer, through its participation in the New York State Employees Retirement System, will offer its employees the same retirement benefits as those provided for State employees covered by the collective bargaining Agreement with the Administrative Services Unit of the State.

VIII. HEALTH INSURANCE

- A. The Employer will offer its employees, and its retired employees, and, in case of their death, their unremarried spouses and otherwise eligible dependent children, the same health insurance benefits as those provided for participating employers of the New York State Employees Health Insurance Program.
- B. A permanent full-time employee who loses employment as a result of the abolition of a position on or after April 1, 1995, shall continue to be covered under the State Health Insurance Plan, at the same contribution rate as an active employee, for one year following such layoff or until reemployment by the Employer or employment by another employer, whichever first occurs.

IX. ATTENDANCE AND LEAVE

A. Holiday Observance

An employee who is entitled to time off with pay on days observed by the Employer shall be granted compensatory time off when such holiday falls on a Saturday, provided, however, that employees scheduled or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with Section J of Article VI of this Agreement. The Employer may designate a day to be observed as a holiday in lieu of such holiday which falls on a Saturday.

B. Holiday Accrual

- 1. Compensatory time off in lieu of holidays earned after the effective date of this Agreement shall be recorded in a separate leave category known as Holiday Leave. Subject to the rules governing the granting of annual leave, an employee shall be given the opportunity to exhaust such time within one year of its accrual, or prior to separation from service, whichever occurs first.
- 2. Nothing in this Section shall have the effect of increasing maximum vacation accruals permitted by such rules.

C. Holidays

- 1. The following holidays will be observed by all employees eligible to observe holidays unless otherwise specified by mutual agreement between the parties:

a. New Year's Day

g. Labor Day

- |                           |                     |
|---------------------------|---------------------|
| b. Martin Luther King Day | h. Columbus Day     |
| c. Lincoln's Birthday     | i. Election Day     |
| d. Washington's Birthday  | j. Veteran's Day    |
| e. Memorial Day           | k. Thanksgiving Day |
| f. Independence Day       | l. Christmas Day    |

2. Election Day is hereby designated as a floating holiday and the Employer, at its option, may designate an additional floating holiday in lieu of the holidays set forth above, in a manner so that employees shall have the opportunity to select, on an individual basis, the date upon which such floating holiday will be observed by them, consistent with the reasonable operating needs of the Employer.

D. Vacation Credit Accumulation

1. Vacation credits may be accumulated up to forty days; provided, however, that in the event of death, retirement or separation from service which is not the result of a non-renewal of a term appointment, an employee shall be compensated in cash for the accrued and unused accumulation up to a maximum of thirty days.
2. An employee at the vacation accrual maximum (forty days) or who will exceed the accrual maximum at the next accrual period may accumulate more than forty days of such credits during a fiscal year; provided, however, that the employee's balance of vacation credits does not exceed forty days at the end of the last payroll period.

E. Vacation Scheduling

1. Assignment of vacation time off shall be made at the times desired by the employee to the extent practicable in the light of needs of the Employer to provide the service it is charged to provide. In the event that more employees request the same vacation time off than can reasonably be spared for operating reasons, vacation time off will be granted to such employees who can reasonably be spared, in order of seniority within title series.
2. To assist in the scheduling of such vacation time off, the Employer may establish an annual date or dates or period or periods by which or within which an employee must request a block of time in order to have his or her seniority considered.

F. Vacation Use

1. Vacation credits may be used in such units of time as the Employer may approve, but the Employer shall not require that vacation credits be used in units greater than one-quarter hour.
2. If an employee's properly submitted request for use of accrued vacation credits is denied, the employee shall receive, upon written request, a written statement of the reasons for such denial within five working days thereafter.

G. Additional Vacation Credit

1. The Employer agrees to grant employees having fifteen or more years of continuous Employer and/or State service and who are entitled to earn and accumulate vacation credits additional vacation credit as follows:

Completed Years of Continuous Service	Additional Vacation Credit
15 to 19	1 day
20 to 24	2 days
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

2. An eligible employee shall receive additional vacation credit on the date on which he or she would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional twelve months of continuous service. Continuous service for the purpose of this Article shall mean uninterrupted service, in pay status, as an employee. A leave of absence without pay, or a resignation followed by reinstatement or reemployment in service within one year following such resignation, shall not constitute an interruption of continuous service for the purposes of this Article; provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in service, shall not be counted in determining eligibility for additional vacation credits under this provision.
3. Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

H. Sick Leave Accumulation

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of one hundred ninety days; provided, however, no more than one hundred sixty-five days of such credits may be used for retirement service credit or to pay for health insurance in retirement. The parties agree to continue the "sick-leave bank" currently established for Fund employees.

I. Sick Leave Use

The normal procedure for authorizing the use of sick leave credits is for the employee to make the request directly to his or her immediate supervisor and, if requested, also to submit a doctor's certificate that provides proof of illness and fitness for duty. Such certificate will not be routinely required for absences of four days or less, although the Employer shall have the right to substantiate an employee's illness. All doctors' certificates shall be kept as confidential information by the Employer.

J. Use of Sick Leave at Half Pay

1. The Employer will grant such leave at half pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:
  - a. The employee shall not have less than one year of continuous Fund and/or State service;
  - b. The employee's sick leave, vacation credits, overtime credits, compensatory credits and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted his or her accrued credits when the sum of his or her remaining credits, in the aggregate, is less than the number of hours in his or her normal workday; such credits as are remaining shall be retained by the employee;
  - c. The cumulative total of all sick leave at half pay granted to any employee during his or her Fund and/or State service shall not exceed one payroll period for each completed six months of his or her Fund and/or State service;
  - d. Unless the employee has been absent on sick leave charged to leave credits for at least three consecutive workdays immediately preceding exhaustion of his or her accrued credits, sick leave at half pay may be withheld, at the



discretion of the Employer, for the first three workdays following the day an employee has exhausted his or her accrued credits;

- e. Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the Employer; and
  - f. Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.
- 2. Sick leave at half pay will not be granted or shall be terminated if the employee is determined to be permanently disabled and unable to perform the duties of his or her position; provided, however, if a permanently disabled employee, or the Employer or any other person acting on his or her behalf, has filed an application for a disability retirement allowance pursuant to the provisions of Title 7 of Article 2 of the Retirement and Social Security Law such employee shall be granted sick leave at half pay for which he or she is eligible until such eligibility is exhausted or the disability retirement application is acted upon, whichever occurs first.
  - 3. Nothing contained herein shall supersede the continuous absence provisions of the Employer's Rules and Regulations.

K. Use of Personal Leave

- 1. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave credits; provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of the Employer's functions, and that an employee who has exhausted his or her personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.
- 2. Personal leave credits may be used in such units of time as the Employer may approve, but the Employer shall not require that personal leave credits be used in units greater than one-half hour; provided, however, that an employee may not use personal leave for more than two days in any one two-week period except in cases of a family death or religious

observances.

L. Compensatory Time and Use

1. For fiscal years 1999/2000, 2000/01, 2001/02 and 2002/03, the Fund will credit each employee with nineteen and one-half hours of compensatory time at the beginning of each such fiscal year.
2. Such compensatory time may be accumulated but must be used before the termination of this Agreement on March 31, 2003. Any compensatory time not used by that date shall be deemed forfeited and no compensation will be paid for any unused compensatory time.
3. Compensatory time shall be used in the same manner and subject to the same conditions as vacation time.

M. Workers' Compensation Leave with Pay

An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law who is allowed leave from his or her position for the period of his or her absence necessitated by such injury or disease shall be granted the same benefits as those provided for State employees covered by the collective bargaining Agreement with the Administrative Services Unit of the State.

N. Income Protection Plan

At the demand of either party, the parties agree to reopen negotiations during the term of this Agreement to consider modifications and improvements in the area of illness/disability - income protection. To the extent that the parties agree upon an illness/ disability - income protection plan, coverage under that plan shall be optional to employees hired prior to the effective date thereof.

O. Accounting of Time Accruals

The Employer shall prepare and distribute to employees' forms for maintaining leave records on a self-accounting basis. Each employee shall be advised of the leave accruals to his or her credit on official records at least once a year.

P. Absence - Extraordinary Circumstances

An employee who has reported for duty and, because of extraordinary circumstances beyond his or her control, is directed to leave work, shall not be required to charge such directed absence during such day against leave credits. Any such release of employees does not create any

right to equivalent time off by employees not adversely affected by the extraordinary circumstances.

Q. Leave for Bereavement or Family Illness

Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of fifteen days in any one calendar year. Request for leave for family illness shall be subject to approval of the Employer, but such approval shall not be unreasonably withheld.

R. Tardiness for Members of Volunteer Fireman and Ambulance Squads

The Employer shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members and volunteer firemen. In such cases, the Employer may require the employees to submit satisfactory evidence that the lateness was due to such emergency duties.

S. Maternity and Child-Rearing Leave

Such leave shall be granted to Fund employees in the same manner and to the same extent as that provided for State employees covered by the collective bargaining Agreement with the Administrative Services Unit of the State.

T. Leave for Professional Meetings

Subject to prior approval by the Employer, each employee will be allowed a maximum of four days per year without charge to leave credits to attend conferences of recognized professional organizations of which the employee is a member, such conferences to be directly related to the employee's profession or professional duties. Absences under this provision may be restricted to ten percent of the professionals in the operating unit. Requests for such leave shall be approved to the extent that such absence would not interfere with the proper conduct of the Fund's functions. Such leave shall not be cumulative and if not used shall be canceled at the end of the Agreement. Unused leave shall not be liquidated in cash at the time of separation, retirement or death.

U. Leave for Professional Examinations

Upon proper advance notice, an employee may absent himself or herself from duty without charge to leave credits for the purpose of participating in one professional examination each year in his or her discipline. In the

event such examination is administered in several parts, the several parts shall be considered a single examination. Absence required for travel shall be charged to appropriate leave credits.

V. Maintenance of Time Records

No employee in this unit shall be required to punch a time clock or record his or her attendance with a timekeeper. An employee eligible to earn overtime shall be required to keep daily time records showing actual hours worked on forms to be provided by the Employer and such records shall be subject to review and approval by his or her supervisor. Employees not eligible to earn overtime shall maintain a daily record of absences and leave credits earned and used in accordance with the Employer's Rules on forms to be provided by the Employer.

V. Workweek and Day

The standard workweek is thirty-seven and one-half hours, and the standard workday is 8:00 a.m. to 4:30 p.m. with one hour for lunch, except as otherwise provided in the Employer's Attendance and Leave Staggered Work Hours Policy set forth in Appendix B.

W. Overtime and Meal Allowances

The Employer agrees to provide overtime pay and meal allowances to its nonprofessional employees in the same manner and to the same extent as those provided for State employees who are members of the Administrative Services Unit of the State.

X. PAYROLL

1. Computation on Ten-Day Basis

Employees' salary payments will continue to be calculated on an appropriate ten working day basis.

2. Deductions for Employee Credit Unions

The Employer will continue to deduct from the salary of an employee an amount authorized in writing by such employee, within the minimum and maximum amounts to be specified by the Comptroller, for payments to bona fide credit unions for appropriate purposes and to transmit the sums so deducted to such credit unions. Any such written authorization may be withdrawn by such employee at any time by filing of written notice of such withdrawal with the Comptroller. Such deductions shall be in accordance with rules and

regulations of the Comptroller not inconsistent with the law as may be necessary for the exercise of his or her authority under this Section.

Such rules and regulations may include requirements insuring that computations and other appropriate clerical work shall be performed by the credit union, limiting the frequency of changes in the amount of payroll deductions, indemnifying the Employer and establishing minimum membership standards so that payroll deductions are practicable and feasible.

## XI. TRAINING

### A. Tuition Assistance Program

The Employer agrees to continue its existing program with respect to tuition assistance set forth in Appendix C.

### B. Civil Service Training

The Employer agrees that, subject to the availability of funds and the approval of an employee's supervisor, the Fund's General Manager and the Department of Civil Service, and/or the Union, employees may participate in training programs of the Department of Civil Service, and/or the Union, but in no event shall an employee be allowed to participate in more than one such program in any one fiscal year.

### C. CSEA/LEAP Program

The Employer will participate in the CSEA/LEAP Program and will make available, provided sufficient funds therefor are appropriated to the Employer, which funds the Fund agrees to exercise reasonable efforts to secure, for such Program up to a maximum of \$5,000. The cost to the Fund for any employee participating in such Program shall be the same as that paid by the State for its employees who participate in this Program.

## XII. SAFETY

The Employer agrees that, notwithstanding the fact that it may be exempt from many sections of the State Labor Law, a certain minimum standard of safety must be maintained at its facilities, and further that wherever practicable it will endeavor to provide safety standards for the protection of employee well-being commensurate with those presently in effect in the private sector. Grievances arising under this Section may be processed only through Step 3 of the contract grievance procedure and shall not be arbitral.

XIII. TRAVEL

The Employer agrees to provide per diem, travel and mileage allowances in the same manner and to the same extent as those granted to State employees covered by the collective bargaining Agreement with the Administrative Services Unit of the State.

XIV. GRIEVANCE PROCEDURE

Preamble

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint or reprisal.

A. Definitions

1. "Employee" shall mean any person(s) covered by this Agreement as provided for under Article II - Bargaining Unit.
2. "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order, or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter in which the employee feels he or she has been dealt with unfairly.
3. "Supervisor" shall mean the employee(s) at the next higher level of authority above the grievant(s) and who normally assigns and supervises the grievant(s).
4. "Days" shall mean all days other than Saturday, Sunday and holidays and the latter shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

B. Rights of the Parties

1. Rights of the Grievant

- a. The grievant may select the Chapter President or his or her designee and/or a union staff representative to assist him or her in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization.

- b. The grievant shall have access to all written statements, records and materials relating to the grievance which are introduced at any step and/or are part of the personnel file.

2. Rights of the Union

- a. The Union shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and of any decision rendered pursuant to this procedure.
- b. The Union shall have the right to submit briefs to support or refute allegations of any party in a grievance.
- c. The Union shall have the right to submit grievances on its own behalf.

3. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or his or her representative fails to make a decision within the required time period, the grievant may progress the grievance to the next step.

C. Presentation

1. Step One (Informal)

- a. An employee who claims to have a grievance shall present his or her grievance to his or her supervisor or department head orally within twenty days of its occurrence or of when the employee should have become aware of it, whichever is later.
- b. The immediate supervisor shall meet with the parties to resolve the grievance within three days. After the meeting he or she shall render a decision within two days.

2. Step Two

The aggrieved party, if not satisfied with the decision at Step One, may, within ten days request a review by the Assistant General Manager for Administration and Operational Support or his or her designee. Such request is to be in writing with a copy to the immediate supervisor. The Assistant

General Manager or his or her designee shall convene a conference within five days after receipt of the request for said conference. The Assistant General Manager or his or her designee shall render a decision in writing within five days after the conclusion of the conference and shall furnish copies of the decision to the aggrieved party and his or her representative.

### 3. Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may, within five days, request in writing a conference with the General Manager or his or her designee. The conference shall be held within five days after it is requested and a decision shall be made within five days after the conclusion of the conference with copies of the decision furnished to the aggrieved party and his or her representative.

### 4. Arbitration

- a. In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches thereof, the Union may substitute itself for the aggrieved party and within ten days following the receipt of the Step Three decision may appeal an unsatisfactory decision at Step Three to arbitration in accordance with the rules of the Public Employment Relations Board for arbitration. The decision arrived at in arbitration shall be final and binding upon both parties to the Agreement, subject to appeal in accordance with the terms of CPLR Article 75.
- b. The fees and expenses of the arbitration shall be borne equally by the parties.
- c. The arbitrator shall hold a hearing within twenty days if possible after he or she has been selected and should render a decision within thirty days after the hearing has been concluded.
- d. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became or should have become aware of the grievance except when the grievance involves cash pay earned but not received.



- e. The arbitrator shall confine himself or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her, nor shall he or she submit observations or declarations of opinion which are not essential in reaching the determination.

D. General Considerations

1. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal workday.
2. The time limits at any step may be extended by written mutual consent of the parties.
3. All necessary time the employee requires shall be granted for preparation of his or her grievance at all stages; said time to be considered not chargeable to any of the employee's accrued leave.

XV. LAYOFF AND RECALL PROCEDURE

A. Basis for Layoff

An employee shall be subject to layoff only in the event of financial or program curtailment.

B. Sequence of Layoff

In the event of a reduction in the work force, the employee within the affected title series as set forth in Appendix A with the least service seniority shall be the first laid off.

The Employer reserves the right in the future to establish additional title series after consulting with the Union.

C. Notice of Layoff

The Employer shall provide an employee who is to be laid off with the following written notice of termination:

1. For an employee who has completed fewer than three years' full-time service -- two weeks' notice.
2. For an employee who has completed at least three, but fewer than five, years' full-time service -- four weeks' notice.
3. For an employee who has completed more than five years' full-time service -- six weeks' notice.

The length of notice of termination provided under this Section shall be based upon an employee's total full-time continuous service with the Employer regardless of any change of title or position. If an employee was transferred from the State University of New York to the Employer because of a reassignment of functions, an employee's full-time continuous service with the University shall be treated as full-time service with the Employer. For the purposes of this Agreement, continuous full-time service shall mean service without interruption, except for clerical errors and any authorized leaves of absence, on the payroll of the Employer.

In lieu of all or any part of the aforesaid periods of notice, the Employer may pay the employee severance pay in an amount equal to the salary that the employee would have received for that period of notice not given.

D. Seniority

For the purposes of layoff and recall, an employee's seniority shall be determined by the length of continuous service with the Employer and, for such purposes, all employees with less than ten years' full-time service within a title series shall be treated as if all of them had commenced their employment on the same date. In the event two or more employees have the same date of commencement of employment, individual seniority and the sequence for layoff shall be determined by the Employer after taking into consideration the accomplishments and the performance of the employees in question. This determination shall be final and binding and, notwithstanding any provisions in Article XIV hereof, shall not be subject to the grievance procedure set forth in this Agreement.

In the event an employee has taken a leave of absence with or without pay, said employee will continue to accrue seniority during the first six months of leave. Thereafter, the seniority will not accrue until the employee returns to work.

Upon request, the Fund shall provide the President of Local 662 with the names, positions, and service seniority of all employees.

E. Consultation with the Union

In the event of proposed financial or program curtailment by the Fund, it, prior to laying off employees, agrees to consult with the Union with respect to its proposed action.

The term "consult" as used in this Agreement is deemed to mean a seeking of views of the Union with respect to possible actions of the Fund. The Fund shall in no way be required to adopt or follow any of the views urged by the Union and it alone shall have the right to decide on the additional title series to be created, the manner of curtailment and the employees to be laid off; provided, however, that employees being laid off must be laid off in accordance with the provisions of this Article. The consultations by and between the Fund and the Union shall not be subject to the grievance procedure provided for in the Agreement.

F. Layoff Assistance

The Employer restates herein its policy to make reasonable efforts to assist a laid-off employee in securing other employment. The Employer, of course, cannot guarantee other employment.

G. Recall

Employees whose employment is terminated, as a result of layoff shall be advised in reverse order of layoff of the opportunity for reemployment in the event their former position within the title series is reinstated within a period of eighteen months. Such advice shall be in writing and shall be sent by certified mail to the employee's last known address. Employees wishing to so return to the employ of the Employer must accept, in writing, such offer within twenty calendar days after his or her receipt of the offer and must be available for return no later than thirty calendar days thereafter unless the Employer otherwise agrees. If an employee fails to timely accept such offer, he or she shall be deemed to have resigned from the Fund and thereafter he or she shall have no further recall rights. Employees returning to their former position from which they had been laid off shall not be subject to a probationary period and shall be given a term appointment within one month after their rehiring. The starting salary and increment level of any such rehired employees shall be determined by the Employer.

H. Inapplicability

The provisions of this Article shall not be applicable to any employee whose salary is paid out of a temporary payroll of the Employer or who is performing services for the Employer pursuant to a contract that the Employer may have with any other State department or agency or to probationary period employees.

I. Insurance Benefits

An employee who has been laid off shall remain eligible to receive all the benefits provided in Article VIII of this Agreement for a period of one year. Such benefits shall be provided at the Fund's expense to the same extent as if such employee were an active employee. Thereafter, such employee may continue in such plans at the employee's own expense for the period allowable by law.

XVI. TERM APPOINTMENTS FOR EMPLOYEES AND PROBATIONARY EMPLOYEES

A. Definition

Except as otherwise expressly herein provided, a term appointment shall be an appointment for one year which shall automatically expire at the end of that period unless terminated earlier because of resignation, retirement, termination or layoff as provided for in this Agreement.

B. Eligibility

A term appointment shall, at the discretion of the Employer, be given to any employee appointed permanently to or serving in a position in the bargaining unit. The initial term of appointment of all employees not having a prior term appointment shall be for the period commencing with the date of their permanent appointment to the next ensuing April 1.

C. Renewal of Term

Term appointments shall, at the discretion of the Employer, be renewed by the General Manager for a period of one year, but in no event shall less than ninety percent of the eligible employees be granted a one-year term appointment. No term appointment, of itself, shall be deemed to create any legal right, interest or expectancy in any other appointment or renewal.

D. Notice

The Employer will provide an employee whose term appointment is not to be renewed with the same length of notice as that to which the employee would have been entitled to under the provisions of Article XV in the event of layoff; provided, however, that, in the event of a nonrenewal for financial or budgetary reasons, an employee whose term appointment is not to be renewed shall be entitled to only one month's notice of nonrenewal if such nonrenewal action is taken by the Fund not later than two months after the date of legislative approval of the Fund's operating budget.

It is the intention of the Employer to act reasonably, promptly, at or prior to the commencement of the period of minimum notice of nonrenewal specified by this Subdivision, to either renew a term appointment or to give notice of such nonrenewal, but, in the event that the Employer fails to give such notice in a timely fashion, the term of any employee who has not received such notice in a timely fashion shall not be deemed renewed but shall be deemed extended, to the extent necessary, after taking into consideration the period, if any, of such employee's unexpired term, to provide the aforesaid minimum notice of nonrenewal. In lieu of all or any part of the aforesaid period of Notice, the Employer may pay an employee severance in an amount equal to the salary that the employee would have received for the period of Notice not given and all accumulated vacation credits. If the Employer elects to pay severance under this article, such employee whose term is not renewed shall also receive health, dental and vision insurance coverage for a period of time equal to the period of Notice not given.

E. Conference

After an employee receives notice that his or her term appointment will not be renewed, he or she shall be granted a meeting with his or her immediate supervisor and his or her division manager for the purpose of discussing his or her past performance. Following such meeting he or she may request and shall be granted a meeting with the General Manager to review such prior meeting.

At such meetings, said employee shall have the right to have present a Union representative but no transcript shall be made unless all participants agree. The substance of such meetings shall not be subject to the grievance procedure provided herein.

F. Probationary Employees

A newly hired employee may initially be hired by the Employer on a probationary basis for a period of up to one year, which period may be extended, at the discretion of the Employer, for two additional periods of up to six months each. A probationary period employee shall have no permanent status and his or her dismissal or the extension of his or her probationary period shall not be subject to the grievance procedure set forth in this Agreement.

XVII. RESIGNATION AND DISCIPLINE

A. Effective Date

Effective on the date of signing, the following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein.

B. Employee Rights

1. An employee shall be entitled to representation by the Union or an attorney at each step of the disciplinary procedure.
2. No employee shall be required to submit to an interrogation before a contemplated notice of discipline or request for resignation, or after a notice of discipline has been served upon him or her, unless he or she is notified in advance in compliance with the provisions hereinafter set forth, is afforded the opportunity of having a Union representative present and is apprised in writing of all rights set forth herein.
3. No employee shall be requested to sign any statement regarding his or her incompetency or misconduct unless

a copy of the statement is supplied to him or her, and any statements or admissions signed by him or her without having been supplied to him or her may not subsequently be used against him or her.

4. No recording devices or stenographic or other record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made and he or she is thereafter supplied a copy.
5. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer.
6. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Article.

C. Resignation

1. An employee who is advised that he or she is alleged to have been guilty of misconduct or incompetency and is therefore requested to resign shall be given a statement written on the resignation form stating:
  - a. That he or she has a right to consult a representative of the Union or an attorney before executing the resignation and a reasonable period of time will be afforded for such purpose,
  - b. That he or she may decline the request to resign and that in lieu thereof, a notice of discipline must be served upon him or her before any disciplinary action or penalty may be imposed pursuant to the procedure provided in the Agreement between the Employer and the Union,
  - c. That in the event a notice of discipline is served, he or she has the right to object to such notice by filing a grievance,
  - d. That such disciplinary grievance procedure terminates in binding arbitration,
  - e. That the Agreement provides further that he or she would have the right to representation at every stage of the procedure, and
  - f. That he or she has the right to refuse to sign the resignation and that his or her refusal in this regard

cannot be used against him or her in any subsequent proceeding.

2. A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

D. Disciplinary Procedure

1. If the Employer seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed one hundred dollars, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for incompetency or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times and places.
2. The Local 662 President shall be advised by registered or certified mail that the notice of discipline has been served.
3. The notice of discipline served on the employee shall be accompanied by a written statement that:
  - a. The employee has a right to object by filing a grievance within ten days,
  - b. The grievance procedure provides for a hearing by an independent arbitrator at its final stage,
  - c. He or she is entitled to representation by the Union or an attorney at every stage of the proceeding, and
  - d. No penalty can be implemented until the arbitrator's determination, if he or she objects in accordance with this Article, a copy of which shall be supplied.
4. The penalty proposed, or such other penalty as directed by the arbitrator, may not be implemented (a) until the employee fails to file a grievance within ten days, (b) until the employee fails to file a timely appeal as provided below, or (C) until and to the extent that it is upheld by the disciplinary arbitrator.
5. The notice of discipline may be the subject of a grievance before the General Manager or his or her designee at Step 3



of the grievance procedure and shall be filed by the employee within ten working days of the notice of discipline. The employee shall be entitled to a meeting to present his or her position to the General Manager or his or her designee within ten working days of the receipt of the grievance and a decision shall be rendered within two working days of such meeting.

6. If the grievance is not resolved, it may be appealed to independent arbitration by filing a notice with the General Manager within ten working days of the receipt of the Step 3 decision.
7. The independent arbitrator shall hold a hearing within ten working days after selection and a decision shall be rendered within five working days of the date of review or within five working days after receipt of the transcript if either party desires a transcript as provided in this Article.
8. The arbitrator shall be subject to the provisions of Subdivision C.4 of Article XIV. The arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties and he or she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of a period of suspension. If the arbitrator upon review finds probable cause for the suspension, he or she may consider such suspension in determining the penalty to be imposed.
9. A grievance may be settled at any stage of the disciplinary grievance procedure. The terms of the settlement shall be agreed to in writing. An employee executing such a settlement shall be offered a reasonable opportunity to have

his or her attorney or a Union representative present before he or she executes such a settlement. The Local 662 President shall be advised of the settlement within twenty-four hours.

10. Prior to exhaustion or institution by an employee of the grievance procedure applicable to discipline, such an employee may be suspended without pay only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. Such determination shall be reviewable by the arbitrator in accordance with Subdivisions 6, 7 and 8 of this Section to determine whether the Employer had probable cause. The Local 662 President will be notified in writing within twenty-four hours of any such suspension. A notice of discipline shall be served in accordance with Subdivisions 1, 2 and 3 of this Section no later than seventy-two hours following any such suspension.
11. In the case of any suspension without pay, the employee may be allowed to draw from accrued annual or personal leave credits, holiday leave or compensatory leave, which shall be reinstated in the event that, in accordance with this Article, the suspension is deemed improper or the employee is found innocent of all allegations contained in the notice of discipline. The use of such credits shall be at the option of the employee. Such use of leave credits during suspension will not be available if the employee is offered a reassignment and declines.
12. The Employer and the Union shall jointly agree within sixty days of the execution of this Agreement on a panel or regional panels of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and in the

event of a disciplinary arbitration, the first available arbitrator in order shall serve as the arbitrator.

13. All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or the employee if he or she is not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing.
14. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.
15. In the case of any employee who speaks only Spanish, the written statements required by this Section shall also be given in a Spanish translation.
16. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the notice of imposition of discipline. Shift, pass day, job assignment, transfer or reassignment to another station or work location shall not be made for the purpose of imposing discipline.

E. Applicability

This entire disciplinary procedure shall apply to all permanent employees serving full-time in positions in the bargaining unit. A permanent employee is one who has satisfactorily completed a probationary period, in title, and who does not hold a temporary appointment.

- A. The parties agree to meet at least once quarterly for the purpose of discussing matters of mutual concern. Upon the written request of either party such meetings shall be held at more frequent intervals, but in no event more than once monthly. No more than five employees shall be granted time off without charge to credits, for the purpose of attending such meetings which shall take place, during normal working time. The parties shall exchange agenda items at least forty-eight hours in advance of such meeting.
- B. It is also agreed that the Employer and the Union will establish a committee to pursue the development and implementation of an employee advancement (bridge) program which would encourage employee participation toward career mobility and increased productivity. This committee will meet at least semiannually to monitor activities, progress and to discuss problem areas and make recommendations for modifications and/or improvements.

## XIX.

EMPLOYEE EVALUATIONSA. Frequency of Evaluations

Each employee shall be presented with the standard evaluation form and the evaluation procedures. A newly hired employee shall be initially evaluated during the first four months of employment and at least one additional time during the first year of employment.

An employee with more than one year of employment shall be evaluated at least once each year on or before the anniversary date of the employee's *last increment* advance or upgrade.

B. Evaluation Conference

The evaluator shall meet with the employee to review the evaluation report. The employee shall be given a copy of the evaluation report at least one day prior to the meeting. Should

deficiencies be recorded in the performance of the employee, the employee shall be provided with written recommendations for improvement. Any written reply made by the employee shall be attached to and made a part of the employee's confidential personnel file.

C. Appeal Process

1. Step One

- a. If the employee does not agree with the evaluation, the employee and/or the Union may appeal the matter to the evaluator's supervisor. Such appeal must be submitted, in writing, no later than fourteen calendar days from receiving the evaluation. The specific objections and reasons and/or grounds for appeal should be provided.
- b. Within seven calendar days after receiving the appeal, the evaluator's supervisor shall meet with the employee and the Local 662 president to discuss the employee's objections. Within seven calendar days after said meeting, the evaluator's supervisor shall issue a written response which shall be given to the employee and the Local 662 President, and attached to the original evaluation report.

2. Step Two

- a. If the employee does not agree with the response to Step One and the evaluation involves an unsatisfactory rating, the employee and/or the Union may appeal the matter to the Fund's General Manager. Such appeal must be submitted, in writing, no later than ten calendar days from receiving the Step One response, or when the Step One response should have been received.
- b. Within fourteen calendar days after receiving the appeal, the General Manager shall convene a meeting of a standing Evaluation Appeals Board to review both the evaluation and the employee's objections. The Appeals Board shall consist of a representative of CSEA designated by the Local 662 President and two representatives of the Fund designated by the General Manager.
- c. Within seven calendar days after said meeting, the Fund shall issue a written response which shall be given to the employee and the Local 662 President, and attached to the original evaluation report. The Evaluation Appeals Board decision shall be final and binding on the parties as to the specific dispute over the performance evaluation and shall not be subject to

XX. PROMOTION PROCEDURE

A. Policy

It is the policy of the Employer, when vacancies in the bargaining unit occur, to give consideration for promotion to employees within the bargaining unit where feasible.

B. Posting

When the Employer intends to fill a vacancy within the bargaining unit, it shall post a notice of such vacancy on a bulletin board designated by the parties for that purpose. Such notice shall contain the title, a brief description of the duties and responsibilities of the position, the salary, the desired qualifications and the proposed date that the position is to be filled. Employees may notify the official designated in such notice for that purpose of his or her desire to be considered for such vacancy. All employees who apply shall be so considered.

C. Selection

While the final selection to fill a vacancy rests within the Employer's discretion, when all other factors are equal in the opinion of the Employer, the most senior qualified employee shall be appointed.

D. Emergency

In the event of an emergency which would adversely affect the conduct of the Employer's functions, the Employer may fill a vacancy immediately on an interim basis pending completion of the procedures provided in this Article.

XXI. PERSONNEL FILES

An employee shall have an opportunity to review his or her personal history folder in the presence of an appropriate official of the Employer upon three days' notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse. The personal history folder shall contain all memoranda or documents relating to such employee's performance on his or her job, including criticism, commendations, appraisal or rating. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his or her personal history folder.

XXII. AGENCY SHOP

The Employer agrees to make, from the wage and salary of every nonmember in the Union, an agency shop fee deduction in the amount equal to the dues levied by the Union on employees who are members of it and to transmit said sums in a separate check to the Union at 143 Washington Avenue, Albany, New York 12207. The Employer further agrees to send a list containing the names, addresses, social security numbers and the dollar amounts paid of those agency shop fee employees along with the aforesaid check.

XXIII. EMPLOYEE BENEFIT FUND

The Employer and the Union agree that they shall hereinafter enter into a contract to provide for the implementation of an employee benefit fund to be administered by the Union or its designee to provide certain health and welfare benefits, including vision and dental care, for full-time employees of the Fund. The terms and provisions of said contract shall be subject to the approval of the State Comptroller and shall be similar to the terms and provisions of the contract to be entered into by the State with the Union for the Administrative Services Unit of the State.

XXIV. ACCIDENTAL DEATH BENEFIT

The Employer agrees to purchase accidental death insurance in the amount of \$50,000 for each employee covered by this Agreement.

XXV. PARKING

The Employer agrees to exercise reasonable efforts so that the Union will be consulted with respect to parking for employees. To the extent permitted by the State University, the Employer agrees to provide parking in an on-site facility for all employees regardless of seniority.

XXVI. COPIES OF AGREEMENT

Within a reasonable time after this Agreement is signed, the Employer, at its expense, shall furnish the Union with a sufficient number of copies hereof for distribution to employees by the Union.

XXVII. NO DISCRIMINATION

- A. The Union agrees and to represent national origin, orientation, sex, age, disability, marital status, the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act or discrimination based on sexual orientation.
- B. The Employer agrees to continue its established policy against all forms of illegal discrimination with regard to

marital status, the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act or discrimination based on sexual orientation.

- C. Claims of discrimination shall not be subject to review under the provisions of Article XIV of this Agreement.

XXVIII. BENEFITS GUARANTEED

Except as otherwise required by law, with respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by past practice, law, rule or regulation for employees without prior notice to the Union, and, when appropriate, without negotiations with the Union; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the Employer by the Management Rights Article of this Agreement. For the purposes hereof, the term "past practice" shall mean a consistent and standard practice generally in effect and not an isolated instance or instances.

XXIX. CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between the Employer and the Union, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

XXX. SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Fund or State of funds made available through Federal law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of Federal funds which may be threatened. In the event that any



other article, section or portion of this Agreement fails to be implemented by the Legislature, or approved by the New York State

Division of the Budget or the Comptroller, then in that event, such article, section or portion may be reopened by the Union or the Employer and renegotiated. During the course of any reopened negotiations any provision of this Agreement not affected by such reopener shall remain in full force and effect.

XXXI. SUCCESSOR CLAUSE

In the event that the operation of the Employer is assumed by the State of New York, or any department or agency thereof, this Agreement, to the extent permitted by law, shall be binding, during its effective period, upon such successor Employer, whether such assumption be effected voluntarily or by operation of law.

XXXII. APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

XXXIII. AGREEMENT DEEMED EXECUTORY

The Union agrees that this Agreement shall be deemed executory to the extent of the monies available and that no liability shall be incurred by the Employer beyond the monies available therefor.

XXXIV. SINGULAR - PLURAL: MALE - FEMALE

As used in this Agreement, the singular of any word or designation, whenever necessary or appropriate, refers to the plural and vice versa and the masculine gender shall refer to the feminine or neuter genders and vice versa.

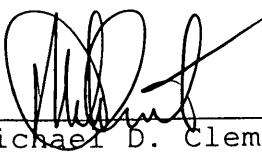
XXXV. DURATION OF AGREEMENT

The term of this Agreement shall be from April 1, 1999, through March 31, 2003.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

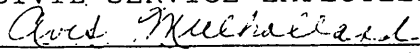
STATE UNIVERSITY CONSTRUCTION FUND

By

  
Michael D. Clemente, General Manager

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

By

  
Avis Mulholland, President of Local 662

By

  
Andrew MacDonald, Labor Relations Specialist

## APPENDIX A

### Bargaining Unit Titles

#### 1. Project Coordinator Series (Design & Construction)

Assistant Project Coordinator (SG 18-22)  
Associate Project Coordinator (SG 23-26)  
Senior Project Coordinator (SG 27 & Up)

#### 2. Fiscal/Budgetary Series (Capital Finance/Controller)

Auditor (SG 12-15)  
Senior Auditor (SG 16-18)  
Associate Accountant (SG 19-22)  
Accountant (SG 23 & Up)  
Associate Fiscal Analyst (SG 12-17)  
Fiscal Analyst (SG 18-23)  
Senior Fiscal Analyst (SG 24 & Up)

#### 3. General Office Administration Series (All)

- Office Clerk I (SG 6-9)
- Office Clerk II (SG 10-15)
- Administrative Assistant I (SG 9-12)
- Administrative Assistant II (SG 13-17)

#### 4. Data Processing/Management Information Series (Admin/Ops)

- Associate Programmer/Analyst (SG 14-17)
- Programmer/Analyst (SG 18-23)
- Senior Programmer/Analyst (SG 24 & Up)

#### 5. Supervisory Series

- \*Regional Director I & II (SG 27 through 31)
- Applicable Titles Above (SG 27 & Higher)

\* May be an M/C position

APPENDIX B

ATTENDANCE AND LEAVE  
Staggered Work Hours

I. STATEMENT OF POLICY

It is the policy of the Fund that, to the extent possible, employees be allowed to establish an attendance schedule which is most compatible with their personal needs. Although Division Managers must make every effort to arrange work schedules to accomplish this, scheduling must be consistent with the operating needs of the Fund and our responsibility to the University. It is the responsibility of each Division Manager to see to it that the intent of this policy is carried out at all levels within his or her jurisdiction.

II. DELEGATION OF AUTHORITY

Division Managers are authorized to delegate the application of the policy guidelines contained in this Section to an appropriate supervisory level as determined by organization size or function.

III. EMPLOYEE'S OPTION

- A. Employees who meet the eligibility requirements outlined in Section IV have the option of electing to participate in the staggered work hours attendance program as outlined in this Section.
- B. Employees eligible to participate in this plan must complete Form SUCF 510-48, "Employee Election of Staggered Work Hour Attendance Program". This form must first be approved by the Division Manager and then forwarded to the Personnel Office. Newly hired employees should complete this form upon reporting to duty at the Personnel Office. After an employee selects either regular or staggered work hours, he or she may not request a change from one program to the other during the same calendar year.

IV. ELIGIBILITY

To be eligible to participate in this program, employees must be in a position which would normally work a regular 8:00 a.m. to

4:30 p.m. schedule.

V. GUIDELINES

A. Starting Time

An employee may start work any time between 7:30 a.m. and 9:00 a.m.

B. Limitations

1. No one may begin their workday before 7:30 a.m.
2. Any employee reporting for work after 9:00 a.m. must charge that amount of time past 9:00 a.m. to appropriate credits. Charges will be in minimum units of 15 minutes. Excessive lateness patterns may be cause for disciplinary action.
3. Once an employee has reported, he or she is presumed to be working and is expected to report directly to his or her work station and to start work. Violators will be subject to revocation of the privilege to participate in staggered work hours and/or disciplinary action.
4. Depending upon organization needs, a Division Manager may require employees to report for work during specified periods to provide adequate coverage.

C. Lunch Hours

Lunch hours may be scheduled to start any time from 11:30 a.m. to 2:00 p.m. No employee will be allowed to work beyond 1:30 p.m. without taking at least a ½-hour lunch period.

D. Limitations

1. No lunch period may extend past 2:00 p.m. without charge to credits (approved in advance by Supervisor or Division Manager).
2. The duration of the lunch period may vary from a minimum of 30 minutes to a maximum of 90 minutes.
3. For operational reasons, Supervisors or Division Managers may:
  - a. Require that the lunch period be not less than 45 minutes.

- b. Schedule all or any portion of their employees following staggered attendance rules for a lunch period of a specific length and/or during a specific time period.

E. Quitting Time

Quitting time can be at any time between 3:30 p.m. and 5:00 p.m.

F. Limitations

1. No one may leave before 3:30 p.m. without charge to appropriate credits and Supervisor or Division Manager permission.
2. No one may work beyond 5:00 p.m. or work more than 7½ hours without the prior approval of the Supervisor or Division Manager.
3. A Supervisor or Division Manager may, where operating needs make it necessary, limit departures prior to any unspecified time between 3:30 p.m. and 4:30 p.m.
4. Supervisor or Division Manager may require a fixed percentage of employees to remain between 3:30 p.m. and 4:30 p.m. to provide adequate and necessary services.

APPENDIX B

ATTENDANCE AND LEAVE  
Staggered Work Hours

G. Workdays

1. Except for holidays, all employees will be expected to work five days per week.
2. Working on Saturdays and/or Sundays will not be credited towards the Fund's 37½-hour workweek, except in those specific instances when same is requested and approved by the Division Manager.

VI. NOTICE OF LIMITATIONS

- A. All limitations and changes in staggered work hours by Supervisors must be reported to and approved by the appropriate Division Manager and the Assistant General Manager.
- B. Notice of these limitations should be posted in the appropriate work area and should be clearly communicated to all employees affected as a condition of participation in the staggered work hours program.

VII. PRIVILEGED PARTICIPATION

Failure by an employee to abide by the guidelines established for the staggered work hours program will result in the revocation of this privilege. Upon notice to the Assistant General Manager, the employee will revert to the regular Attendance Rules.

VIII. ADDITIONAL INFORMATION

- A. Supervisors are responsible for providing adequate service (not just telephone coverage) during the regular work hours of 8:00 a.m. to 4:30 p.m. To provide this service, it may be necessary to adjust the hours of certain employees. This should be done as fairly and equitably as possible.
- B. Employees may be permitted to work staggered hours only under immediate supervision consistent with the operating

needs of the unit.

- C. Under this program an employee who arrives at his or her work station late for any reason may elect to either charge appropriate leave credits or make up the time by working beyond his or her normally scheduled quitting time. The make-up of this time should be allowed to all employees until 5:00 p.m. unless otherwise restricted.
- D. Questions regarding the application of the policies governing staggered work hours should be directed to the Assistant General Manager for interpretation and resolution.
- E. All employees electing not to participate in the staggered work hours program will continue to be covered under the Fund's Attendance Rules.



APPENDIX C

TUITION ASSISTANCE PROGRAM

I. POLICY

It is the policy of the Fund to provide tuition assistance for all permanent employees undertaking advanced study. At the discretion of the General Manager, reimbursement will be made as follows:

- A. Where the study is required by the Fund to equip an employee to perform his or her job - 100% of tuition cost.
- B. Where the employee is undertaking education that will prove useful and valuable for position and/or program accomplishment or improvement - 50% of tuition cost.
- C. Reimbursement under B. above will not exceed 50% of total tuition costs; or under A. above, will not exceed 100% of total tuition costs. Notwithstanding the foregoing, the maximum reimbursement per person for the period of the contract shall be \$1000 per fiscal year.

II. QUALIFICATIONS FOR PARTICIPATION

All permanent employees of the Fund are qualified to participate in this program.

III. EVALUATION PROGRAM

- A. In evaluating the eligibility of the applicant, the General Manager may:
  - 1. Determine whether the course of study being undertaken by the employee does or does not comply with the intention of the tuition assistance policy of the Fund, and
  - 2. Require from the employee such additional information as may prove useful in evaluating the total educational program of the employee.
- B. The cost, if any, of providing additional education information required for program evaluation shall be borne by the employee.

APPENDIX C

TUITION ASSISTANCE PROGRAM

IV. METHOD OF PAYMENT

- A. Reimbursement must be requested by submitting a Purchase Requisition to the employee's Division Manager, attaching a completed voucher, proof of payment and certification of course completion. Upon concurrence with the request, the Division Manager will forward the requisition and supporting papers to the Assistant General Manager for processing. A copy of the reimbursement voucher as approved will be forwarded to the employee at the time the voucher is submitted to the Fund's Controller for payment.
- B. Reimbursement may be requested upon completion of each course, per semester, or for all courses completed within one year. All requests must be made in writing within two years from time of course completion.
- C. Advance approval for reimbursement upon course completion may also be obtained by submitting a memorandum to the employee's Division Manager, outlining the anticipated educational program. The memorandum will be processed, as above, and returned to the employee. Upon successful completion of the course outlined, the employee will submit the approved memorandum to the Assistant General Manager with payment application.
- V. Provided funds are available to the Fund, the amount in Item adjusted to reflect the maximum reimbursement amount allowed for employees covered by its collective bargaining agreement Administrative Services Unit of the State.

Notice Pursuant to the Provisions of Section 204-a of the Civil Service Law

- I. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
- II. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- III. Within sixty days after the effective date of this act, a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section.